

State of Michigan
2003 STATE HOMELAND SECURITY GRANT PROGRAM
EXERCISE GRANT AGREEMENT

April 1, 2003 through March 31, 2005

CFDA Number - 16.007

This State Homeland Security Grant Program (SHSGP) Grant Agreement is hereby entered into between the Michigan Department of State Police, Emergency Management Division, hereinafter called the Subgrantor, and

Department of Attorney General

hereinafter called the Sub-grantee (or Subgrantee).

I. Purpose

The purpose of this Grant Agreement is to provide federal pass-through funds to the Sub-grantee for conducting exercises that will enhance the basic defensive capabilities of the state to respond to an incident of domestic terrorism or an incident involving chemical, biological, radiological, nuclear and explosive (CBRNE) weapons of mass destruction. These grant funds are allocated in accordance with the Michigan Three-Year Domestic Preparedness Strategy.

II. Objectives

The principal objectives of this Grant Agreement are to provide financial assistance for allowable exercise related costs, including:

- A. Planning, conducting and evaluating progressive exercises with the emphasis on chemical, biological, radiological, nuclear and explosive device (CBRNE) weapons of mass destruction, by using an Initial Planning Conference (IPC), orientations, drills (field training), tabletop exercises, functional exercises (Emergency Operations Center) and full-scale (functional with field deployment) exercise activities.
- B. Funds from the exercise allocation may be used to plan for, design, develop, conduct and evaluate exercises that train emergency responders and assess the readiness of jurisdictions to prevent and respond to a terrorist attack. The following items are allowable exercise-related costs and include those utilized for the Initial Planning Conference (IPC):
 - 1. Expenses related to convening statewide exercise planning workshops and IPCs
 - 2. Hiring of full or part-time staff or contractors/consultants to support exercise activities
 - 3. Overtime for first response/exercise management personnel involved in the planning and conducting of exercises
 - 4. Travel associated with planning and conducting exercises
 - 5. Supplies consumed during the course of planning and conducting exercises
 - 6. Costs related to the reporting of scheduled exercises and the tracking, reporting of after action reports and corrective actions from exercises
 - 7. Other costs related to the planning and conducting of exercise activities

III. Statutory Authority

Funding for the 2003 SHSGP is supported by Public Law 108-7, 107-56, and 107-296. The Sub-grantee agrees to comply with all program requirements in accordance with the SHSGP, Office of Management and Budget Circulars

A-87, A-102, and A-133 as revised, the Michigan State Administrative Plan, and applicable state and federal laws and regulations.

IV. State Homeland Security Grant Program Award Amount and Restrictions

The Exercise award for the Sub-grantee is \$10,000.00.

This Grant Agreement designates SHSGP funds for reimbursement of authorized items listed on the 2003 SHSGP Approved Exercise Cost List. Grant Agreement funds shall not be used for other purposes. The funds awarded in the Grant Agreement shall only be used to cover allowable costs that are incurred during the Grant Agreement period. The funds must supplement, not supplant, state or local funds. The Subgrantee is not required to provide any matching funds under this grant program. 2003 SHSGP Authorized Exercise Cost List is incorporated by reference into this Grant Agreement.

V. Responsibilities of the Sub-grantee

The Sub-grantee agrees to comply with all applicable federal and state regulations, including the following:

- A. In addition to this SHSGP Exercise Grant Agreement, Sub-grantee shall complete, sign, and submit to Subgrantor the following documents, which are incorporated by reference into this Grant Agreement in coordination with the Equipment portion of the SHSGP Grant agreement, as maintained in the Michigan State Police, Emergency Management Division, Homeland Security Section files:
 - 1) Assurances (OJP Form 4000/3)
 - 2) Certifications Regarding Lobbying; Disclosure of Lobbying Activities; Debarment, Suspension and Other Responsibility Matters; and drug-Free Workplace Requirement (OJP Form 4061/6)
 - 3) Audit Certification Form
 - 4) Request for Taxpayer Identification Number and Certification, Form W-9
 - 5) Other documents that may be required by federal or state officials.
- B. Comply with requirements to submit an Equal Employment Opportunity Plan (EEOP), if applicable, to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Room 5107, Washington, D.C. 20531 within 60 days of the date of this award. Failure to submit an acceptable EEOP (if Sub-grantee is required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office of Civil Rights, is a violation of the Sub-grantee's Certified Assurances and may result in funds from the award being frozen, until such time as the Sub-grantee is in compliance.
- C. Obtain prior written approval from the Subgrantor before using grant funds to purchase items not on the 2003 SHSGP Authorized Exercise Cost List.
- D. Each Subgrantee will also be required to complete and submit a Pre-Exercise Report, After Action Report (AAR) and an Improvement Plan (IP) for each grant exercise prior to reimbursement.
- E. Conduct all exercises by December 31, 2004.
- F. Submit the Request for Reimbursement forms and all required documentation to the Subgrantor for reimbursement of eligible expenses on a quarterly basis for all expenses related to all exercise(s) completed during that quarter. The final submission date for all requested reimbursements is January 15, 2005.
- G. Comply with applicable financial and administrative requirements set forth in the current edition of "U.S. Department of Justice Financial Guide" including the following provisions:
 - (1) Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.

- (2) Retain all financial records, supporting documents, statistical records, and all other records pertinent to the SHSGP for at least three years after the final grant report, for purposes of federal or state examination and audit.
- (3) Perform the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular, A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as further described in OJP's "Financial Guide," Chapter 19. If an audit is required, submit a copy of the annual audit report to Financial Services Section, Michigan Department of State Police, 714 South Harrison Road, East Lansing, Michigan 48823.
- (4) Grantor and sub-grantee FY03 SHSGP information is subject to requests made pursuant to the Freedom of Information Act, §5. USC 552 (FOIA). The Department of Homeland Security Departmental Disclosure Officer will determine, which information is to be released, on a case by case basis. All applicants should be aware that any information created exclusively for the purpose of applying for and monitoring grants hereunder is the property of the U.S. Government, and shall not otherwise be disclosed or released pursuant to state or local law or regulation.

VI. Responsibilities of the Subgrantor

The Subgrantor, in accordance with the general purposes and objectives of this Grant Agreement, will:

- A. Administer the SHSGP in accordance with all applicable federal and state regulations and guidelines.
- B. Provide direction and technical assistance to the Sub-grantee.
- C. Provide any special report forms and reporting formats required by the Subgrantor for operation of the program.
- D. Reimburse the Sub-grantee in accordance with this Grant Agreement based on appropriate documentation submitted by the Sub-grantee.
- E. Conduct at least one on-site review with the Sub-grantee to inspect financial documents.
- F. Grantor and Sub-grantee FY03 SHSGP information is subject to requests made pursuant to the Freedom of Information Act, 5. USC §552 (FOIA). The DHS Departmental Disclosure Officer will determine, which information is to be released, on a case by case basis. All applicants should be aware that any information created exclusively for the purpose of applying for and monitoring grants hereunder is the property of the U.S. Government, and shall not otherwise be disclosed or released pursuant to state or local law or regulation.

VII. Payment and Reporting Procedures

- A. The Sub-grantee agrees to prepare the Request for Reimbursement Forms and submit them to the Subgrantor with supporting documentation containing all necessary authorized signatures. The documentation requirement can be met by submitting approved invoices (along with a copy of the corresponding check that paid the invoice), sales receipts, travel expense vouchers and payroll registers. Purchase orders will no longer be accepted for reimbursements.
- B. The Sub-grantee agrees to return to the Subgrantor any unobligated balance of funds held by the Sub-grantee at the end of the Grant Agreement period or handle them in accordance with the instructions provided by the Subgrantor.

VIII. Employment Matters

Sub-grantee shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 200, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Grant Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Sub-grantee agrees to include in every subcontract entered into for the performance of this Grant Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the Grant Agreement.

Sub-grantee shall ensure that no subcontractor, manufacturer or supplier of Sub-grantee on this Project appears in the register compiled by the Michigan Department of Consumer and Industry Services, Commercial Enforcement Unit pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (State Contracts with Certain Employers Prohibited Act).

IX. Limitation of Liability

Subgrantor and Sub-grantee to this Grant Agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity.

X. Third Parties

This Grant Agreement is not intended to make any person or entity not a party to this Grant Agreement a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This Grant Agreement is in full force and effect from April 1, 2003 through March 31, 2005. No costs eligible under this Grant Agreement shall be incurred before the starting date of this Grant Agreement except with prior written approval. This Grant Agreement consists of two identical sets simultaneously executed, each is considered an original having identical legal effect. This Grant Agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the Grant Agreement. Upon any such termination, the Sub-grantee agrees to return to the Subgrantor any funds not authorized for use and Sub-grantee shall have no further obligation to make payments.

XII. Entire Grant Agreement

This Grant Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between Subgrantor and Sub-grantee, whether expressed, implied or oral. This Grant Agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the termination date set forth in Paragraph XI above. No party to this Grant Agreement may assign this Grant Agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. Sub-grantee agrees to inform Subgrantor in writing immediately of any proposed changes of dates, budget, or services indicated in this Grant Agreement, as well of changes of address or personnel affecting this Grant Agreement. Changes in dates, budget or services are subject to prior written approval

of Subgrantor. If any provision of this Grant Agreement shall be deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.

XIII. Official Certification

The individual or officer signing this Grant Agreement certifies by his or her signature that he or she is authorized to sign this Grant Agreement on behalf of the responsible governing board, official, or agency. Sub-grantee further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this grant by any federal department or agency. If Sub-grantee is unable to certify to any portion of this statement, Sub-grantee shall attach to this Grant Agreement an explanation of the reason.

For the Sub-grantee Chief Elected Official (Local Government), Departmental Director (State Department) or University President, Vice-President or Chancellor (State University or Community College)

_____	_____
Printed Name	Title
_____	_____
Signature	Date

For the Sub-grantee Local Emergency Management Coordinator:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

For the Grantor (Michigan State Police-Emergency Management Division, State Office Administrator):

_____	_____
Printed Name	Title
_____	_____
Signature	Date